

Dawn M. Coulson, SBN 154085  
dcoulson@eppscoulson.com  
Gabriel M. Courey, SBN 304489  
gcourey@eppscoulson.com  
EPPS & COULSON, LLP  
1230 Crenshaw Blvd., Ste. 200  
Torrance, California 90501  
(213) 929-2390 - Telephone  
(213) 929-2394 - Facsimile

Attorneys for Plaintiffs,  
Arlene H. Rosales, as Trustee of The Arlene H.  
Rosales Living Trust dated February 2, 2012; and  
David Ross II, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF LOS ANGELES

ARLENE H. ROSALES, AS TRUSTEE OF  
THE ARLENE H. ROSALES LIVING  
TRUST DATED FEBRUARY 2, 2012; and  
DAVID ROSS II, LLC, a California limited  
liability company,

Plaintiffs,

vs.

LEGACY HEALTHCARE CENTER, LLC,  
a California limited liability company; ROSE  
GARDEN SUBACUTE &  
REHABILITATION CENTER, LLC a  
California limited liability company; DOV E.  
JACOBS, an individual; MIRIAM TAUB, an  
individual; and DOES 1 through 10,  
inclusive,

Defendants,

Case No.:

**DECLARATION OF RAYMOND  
PELLICER IN SUPPORT OF  
APPLICATION FOR EX PARTE  
ORDER APPOINTING RECEIVER AND  
FOR ORDER TO SHOW CAUSE RE  
CONFIRMATION OF APPOINTMENT  
AND TEMPORARY RESTRAINING  
ORDER**

**FILED**  
Superior Court of California  
County of Los Angeles  
FEB 05 2020  
Sherril K. Carter, Executive Officer/Clerk  
By Jennifer De Luna, Deputy

**BY FAX**

**20STCV04558**

**ORIGINAL**

## DECLARATION OF RAYMOND PELLICER

I, Raymond Pellicer, declare as follows:

1. I make this declaration based on my personal knowledge. If called upon to testify to the facts in this declaration, I could and would competently do so.

2. In 2015, I was employed as the Administrator at the skilled nursing facilities ("SNF") commonly known as Rose Garden Convalescent Hospital (currently known as "Rose Garden Healthcare Center") and Legacy Care of Pasadena (currently known as "Legacy Healthcare Center"). In 2016, these facilities were operated by Rose Garden Subacute & Rehabilitation Center, LLC and Legacy Health Care Center, LLC, respectively.

3. Rhodora Intal was one of the service providers that both facilities used to provide physical therapy for the residents. As the former Administrator for both facilities, I know that Ms. Intal was paid for her services in 2015 when the facilities were operated by David Ross, Inc. (Arlenc Rosales, President) and PAR Operations, Inc. (Arlene Rosales, President).

4. The current operator of each facility is responsible for paying the service providers. When Dov Jacobs, as Manager for Rose Garden Subacute & Rehabilitation Center, LLC and Legacy Health Care Center, LLC, took over as operator on April 16, 2016, his LLCs became responsible for paying the invoices of Ms. Intal.

5. From 2016 through 2018, I was employed as an Administrator at Rose Garden Convalescent Hospital and at Legacy Care of Pasadena.

6. Shortly after Mr. Jacobs took over as operator at the two facilities, I began receiving demands for payment from Ms. Intal. I referred her to Mr. Jacobs, as the new operator, so that he could handle her unpaid invoices.

7. Ms. Intal kept calling for payment and I repeatedly referred her to Mr. Jacobs. Mr. Jacobs' LLCs were the operators and were responsible for paying Ms. Intal.

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8. I was unaware that Mr. Jacobs was not making arrangements to pay Ms. Intal until it was too late and I was already subjected to a lawsuit because of his actions.

9. On August 4, 2017, Rhodora Intal filed a lawsuit naming Dov Jacobs, Rose Garden Convalescent Hospital (still current operated by Dov Jacobs and now known as "Rose Garden Healthcare Center"), Legacy Care of Pasadena (also still operated by Mr. Jacobs and now known as "Legacy Healthcare Center"), Independence Healthcare Management, Inc., and myself, after Dov Jacobs failed to pay her for the services she provided to Rose Garden's residents. A true and correct copy of the Complaint is attached as **Exhibit A**.

10. On March 7, 2018, a Judgment in the amount of \$125,669.19 was entered against all of the Defendants in the lawsuit, including myself, Dov Jacobs, Rose Garden Convalescent Hospital, Legacy Care of Pasadena, and Independence Healthcare Management, Inc. A true and correct copy of the default judgment is attached as **Exhibit B**.

11. On October 5, 2019, I received a letter from Wells Fargo stating that \$3,339.70 was deducted from my bank account as a result of the March 7, 2018 judgment. A true and correct copy of the October 5, 2019 letter is attached as **Exhibit C**.

12. As an experienced Administrator of a SNF, I know that making sure service providers are paid is critically important. The residents at SNFs, including Rose Garden, are often in frail health and require various services from numerous outside providers. Failing to pay service providers runs the risk that the residents' health and safety will be compromised as service providers that are not paid inevitably stop providing necessary services.

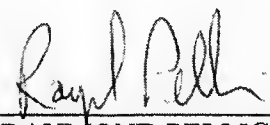
13. When I was working as an Administrator under Dov Jacobs, there were numerous incidents where I had to deal with vendors and other service providers that were not being paid. On one occasion, I even had to inform Mr. Jacobs that the gas company had employees on site to shut off our gas if the bill was not paid immediately.

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14. One of the reasons that I resigned as Administrator of both facilities in 2018 was due to the stress of having to constantly deal with service providers and vendors that were not being paid by Mr. Jacobs.

I declare under penalty of perjury under the laws of the State of California that the statements above are true and correct.

Date: February 2, 2020

  
\_\_\_\_\_  
RAYMOND PELLICER

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# Exhibit A

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): EDGARDO M. LOPEZ, ESQ. SBN 129575 LAW OFFICES OF EDGARDO M. LOPEZ 3600 Wilshire Boulevard, Suite 1716 Los Angeles, California 90010 TELEPHONE NO: (213)380-3939 FAX NO (Optional): (213)380-1611 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiff Rhodora T. Intal Physical Therapist, Inc.		FOR COURT USE ONLY  <b>FILED</b> LOS ANGELES SUPERIOR COURT AUG 04 2017 Sherri R. Carter, Executive Officer/Clerk By: <u>[Signature]</u> Deputy Heidi Hanover	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 300 East Olive MAILING ADDRESS: CITY AND ZIP CODE: Burbank, CA 91502 BRANCH NAME: Burbank Courthouse		Case assigned to North Central District - Glendale 400 E. Broadway, Glendale, CA 91206 for all further proceedings.	
PLAINTIFF: Rhodora T. Intal Physical Therapist, Inc.  DEFENDANT: Rose Garden Convalescent Hospital, Legacy Care of Pasadena, Independence Health Care Management, Inc., Dov Jacobs, Raymond Pellicer and <input checked="" type="checkbox"/> DOES 1 TO 20 Inclusive			
CONTRACT <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Number): <input type="checkbox"/> CROSS-COMPLAINT <input type="checkbox"/> AMENDED CROSS-COMPLAINT (Number):			
Jurisdiction (check all that apply): <input type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000 <input checked="" type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlimited to limited		CASE NUMBER: <b>EC 067076</b>	

1. Plaintiff\* (name or names):  
 Rhodora T. Intal Physical Therapist, Inc.  
 alleges causes of action against defendant\* (name or names):  
 Rose Garden Convalescent Hospital, Legacy Care of Pasadena, Independence Health Care Management et al.
2. This pleading, including attachments and exhibits, consists of the following number of pages: 15
3. a. Each plaintiff named above is a competent adult  
☒ except plaintiff (name): Rhodora T. Intal Physical Therapist, Inc.  
 (1) ☒ a corporation qualified to do business in California  
 (2) ☐ an unincorporated entity (describe):  
 (3) ☐ other (specify):
- b. ☐ Plaintiff (name):  
 a. ☐ has complied with the fictitious business name laws and is doing business under the fictitious name (specify):  
 b. ☐ has complied with all licensing requirements as a licensed (specify):  
 c. ☐ Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.
4. a. Each defendant named above is a natural person  
☒ except defendant (name): Rose Garden Convalescent Hospital  
 (1) ☒ a business organization, form unknown  
 (2) ☐ a corporation  
 (3) ☐ an unincorporated entity (describe):  
 (4) ☐ a public entity (describe):  
 (5) ☐ other (specify):
- ☐ except defendant (name): Legacy Care of Pasadena  
 (1) ☒ a business organization, form unknown  
 (2) ☐ a corporation  
 (3) ☐ an unincorporated entity (describe):  
 (4) ☐ a public entity (describe):  
 (5) ☐ other (specify):

\* If this form is used as a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant.

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CIT/CASE: EC067076  
LEA/DEF#:

RECEIPT #: BUR462569008

DATE PAID: 08/04/17 10:42 AM

PAYMENT: \$435.00 310

RECEIVED:

CHECK:	\$435.00
CASH:	\$0.00
CHANGE:	\$0.00
CARD:	\$0.00



## SHORT TITLE:

Intal Physical Therapist, Inc. vs. Rose Garden Convalescent et al.

## CASE NUMBER:

## 4. (Continued)

b. The true names of defendants sued as Does are unknown to plaintiff.

(1) ☒ Doe defendants (specify Doe numbers): 1-10 were the agents or employees of the named defendants and acted within the scope of that agency or employment.(2) ☒ Doe defendants (specify Doe numbers): 11-20 are persons whose capacities are unknown to plaintiff.c. ☐ Information about additional defendants who are not natural persons is contained in Attachment 4c.d. ☐ Defendants who are joined under Code of Civil Procedure section 382 are (names):5. ☐ Plaintiff is required to comply with a claims statute, anda. ☐ has complied with applicable claims statutes, orb. ☐ is excused from complying because (specify):6. ☐ This action is subject to ☐ Civil Code section 1812.10 ☐ Civil Code section 2984.4.

## 7. This court is the proper court because

a. ☒ a defendant entered into the contract here.b. ☐ a defendant lived here when the contract was entered into.c. ☐ a defendant lives here now.d. ☐ the contract was to be performed here.e. ☐ a defendant is a corporation or unincorporated association and its principal place of business is here.f. ☐ real property that is the subject of this action is located here.g. ☐ other (specify):

## 8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

☒ Breach of Contract☒ Common Counts☒ Other (specify):

Breach of Implied Covenant of Good Faith and Fair Dealing

9. ☒ Other allegations:

This action is based in whole or in part upon an open book account which accrued after January 1, 1987, and Plaintiff is therefore entitled to recover attorney's fees pursuant to Section 1717.5 of the Civil Code.

## 10. Plaintiff prays for judgment for costs of suit, for such relief as is fair, just, and equitable; and for

a. ☒ damages of: \$99,731.95b. ☒ interest on the damages(1) ☐ according to proof(2) ☒ at the rate of (specify): 10 percent per year from (date): August 1, 2016c. ☒ attorney's fees(1) ☐ of: \$(2) ☒ according to proof.d. ☐ other (specify):11. ☐ The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers):

Date: July 24, 2017.

EDGARDO M. LOPEZ, ESQ.

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)

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SHORT TITLE:

Rhodora T. Intal Physical Therapist, Inc. v. Rose Garden, et al.

CASE NUMBER:

FIRST

(number)

## CAUSE OF ACTION—Breach of Contract

ATTACHMENT TO ☒ Complaint ☐ Cross - Complaint

(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff (name): Rhodora T. Intal Physical Therapist, Inc.

alleges that on or about (date): September 1, 2015

a ☒ written ☐ oral ☐ other (specify):

agreement was made between (name parties to agreement):

☒ A copy of the agreement is attached as Exhibit A, or☐ The essential terms of the agreement ☐ are stated in Attachment BC-1 ☐ are as follows (specify):

BC-2. On or about (dates): February 2017

defendant breached the agreement by ☐ the acts specified in Attachment BC-2 ☐ the following acts (specify):

Failing to pay for services rendered.

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement

☐ as stated in Attachment BC-4 ☐ as follows (specify):

In the amount of \$99,731.95 plus interests at the rate of 10% per annum.

BC-5. ☒ Plaintiff is entitled to attorney fees by an agreement or a statute☐ of \$☒ according to proof.BC-6. ☐ Other:

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SHORT TITLE:

Rhodora T. Intal Physical Therapist, Inc. v. Rose Garden Convalescent, et al.

CASE NUMBER:

SECOND

(number)

**CAUSE OF ACTION—Common Counts**ATTACHMENT TO ☒ Complaint ☐ Cross - Complaint

(Use a separate cause of action form for each cause of action.)

CC-1. Plaintiff (name): Rhodora T. Intal Physical Therapist, Inc.

alleges that defendant (name): Rose Garden Convalescent Hospital, et al.

became indebted to ☒ plaintiff ☐ other (name):a. ☒ within the last four years(1) ☒ on an open book account for money due.(2) ☐ because an account was stated in writing by and between plaintiff and defendant in which it was agreed that defendant was indebted to plaintiff.b. ☒ within the last ☐ two years ☒ four years(1) ☐ for money had and received by defendant for the use and benefit of plaintiff.(2) ☒ for work, labor, services and materials rendered at the special instance and request of defendant and for which defendant promised to pay plaintiff.☒ the sum of \$99,731.95☒ the reasonable value.(3) ☐ for goods, wares, and merchandise sold and delivered to defendant and for which defendant promised to pay plaintiff☐ the sum of \$☐ the reasonable value.(4) ☐ for money lent by plaintiff to defendant at defendant's request.(5) ☐ for money paid, laid out, and expended to or for defendant at defendant's special instance and request.(6) ☐ other (specify):

CC-2. \$99,731.95, which is the reasonable value, is due and unpaid despite plaintiff's demand,

plus prejudgment interest ☒ according to proof ☒ at the rate of 10 percent per year

from (date):

CC-3. ☒ Plaintiff is entitled to attorney fees by an agreement or a statute☐ of \$☒ according to proof.CC-4. ☐ Other:

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SHORT TITLE: Rhodora T. Intal Physical Therapist, Inc. v, Rose Garden, et al.	CASE NUMBER:
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ATTACHMENT (Number): 4

(This Attachment may be used with any Judicial Council form.)

## THIRD CAUSE OF ACTION - Breach of Implied Covenant of Good Faith and Fair Dealing

Plaintiff realleges and incorproates all of the preceding paragraphs in this complaint.

California law implies a covenant of good faith and fair delaing in all contracts between parties entered into in the State of California.

As a result of the action of all the defendants and each of them, set forth hereinabove, said defendants have violated the implied covenant of good faith and fair dealing in the agreement as against the Plaintiff herein, and as a result thereof, Plaintiff is entitled to damages prayed, according to proof.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page 5 of 5  
(Add pages as required)

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07/17/19

SHORT TITLE:

CASE NUMBER:

Intal Physical Therapist, Inc. vs. Rose Garden Convalescent et al.

ATTACHMENT (Number): 5

(This Attachment may be used with any Judicial Council form.)

4. a. Each defendant named above is a natural person

☒ except defendant (name): Independence Health Care Management, Inc.(1). ☐ a business organization, form unknown(2). ☒ a corporation(3). ☐ an unincorporated entity (describe):(4). ☐ a public entity (describe):(5). ☐ other (specify):

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

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(Add pages as required)

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# EXHIBIT

A

# EXHIBIT A

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## THERAPY CONTRACT

This agreement made this 1st of September 2015 by and between a cooperation doing business as:  
Rose Garden Convalescent Hospital (Name of facility)(hereinafter referred as "F") and  
Rhodora T. Intal Physical Therapist, Inc (Name of Vendor)(hereinafter referred to as "Vendor or  
"V" of "F"). Vendor will provide Physical Therapy Services

1. **Term:** This agreement shall commence on September 01, 2015 and shall automatically renew itself at the end of each year without any further notice between parties. Either party may terminate this agreement without cause upon thirty (30) days written notice to order party such termination. F may terminate this Agreement for a cause on 48 hours notice by phone to V. "For cause" means V improperly performed services or billed improperly in the sole judgement of F. No prior written notice or warnings needs to have been given by F in order for F to terminate V "For cause".
2. **Notice:** Any notice required to be provided to any party to this agreement shall be in writing and shall be considered effective as of the date of the deposit with the United States Postal Service by certified or registered mail, postage, prepaid, return receipt and addressed to the parties as follows:

Vendor : Rhodora T. Intal Physical Therapist, Inc. , 2739 Fountain St. , Pomona,  
Ca 91767.

Facility: Rose Garden Convalescent Hospital

1899 N. Raymond Ave.  
Pasadena CA 91103

3. **Services:** The parties agree that V is to provide only services under terms of this Agreement in accordance with all applicable government requirements. V shall render services in accordance with orders given the physicians if requested by F. V will participate in :  
(1) utilization review or managed care U/R meetings; (2) Patient Care Policy committee meetings; (3) Resident care plan conference; (4) Interdisciplinary team meetings; (5) Evaluations/ screening of all residents on admissions; and (6) Provide consultations and in-services to the staff. Primary therapist in F will be a licensed or registered therapist.
4. **Billing and Payment Procedure:** Attached an Exhibit "A" are the charges for all Physical, Occupational & Speech therapy provided. Such charges shall not be charged without written approval by F's home office. Billing shall be for services beginning the first day of the month to the last day of the month (hereinafter referred to as the Billing Period") according to submitted to no later than seven (7) days after the end of the billing period. F will owe to V on any contract between them. "F" Payment due after 60<sup>th</sup> - 75<sup>th</sup> day of the billing month.
5. **Denial or Disallowance:** F shall have the right to deny 50% of payment to V on any service billed by V which is denied or disallowed by Medicare or other payer source (e.g. HMO) either on auditor disallowed at closure of cost report or other review denied or disallowed before or after the date of this agreement. If payment is made by F on a claim and then on an audit or review such payment is denied, disallowed or put under review, then F shall be credited in such amount on it's then current bill otherwise owed to V. If V no longer services F, V shall nevertheless be liable to repay F.

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Such liability is hereby guaranteed personally by the ownership/principals of V. On request from F, V shall contest and appeal any denial at its own expense. If for any reason F believes services are excessive, F may withhold or deny payment on bill from V for its services. V will cooperate in any appeal process. If F on its own elects to appeal, V agrees to provide F with any additional information needed for said appeal. F agrees to reimburse V within thirty (30) days of his receipt of said recovered amounts, minus the cost of attorney's fees and cost incurred in such recovery. V shall not be owed payments for HMO patients unless treatment authorized authorized in writing by F's administrator and V followed F's managed care protocols and completed all F's required HMO forms. V understands that in effect including without limitation getting written authorization from administrator for all treatments and following module/prices guidelines set by F.

6. Records: V shall maintain at all time service and therapy logs. Such logs shall be submitted to F together with each monthly request for payment and approved by F before F will become liable for V's service. Any adverse consequences from not maintaining these logs properly shall be the burden of V. Pursuant to section 1395.(V)(1) of Title 42 of the United States Code. V shall make available a copy of this contract and such records necessary to certify the cost of service provided by V for four (4) years after termination of this agreement.
7. Independent Contractor: This agreement does not constitute a hiring of V by F. It is the parties intention that V shall be an independent contractor and not F's employees. V shall retain sole and absolute discretion and judgments in the manner and means of providing services to F provided V complies with all policies and regulations of Federal/State Agencies and F. This agreement shall not be constructed as a partnership F shall not be liable for any incurred by V. V's services shall be rendered in an efficient and satisfactory manner in strict accordance with the currently approved methods and practices in V's professional specialty.
8. Vendor's Qualifications: V will submit a copy of current license and /or registration with renewals from applicable regulatory authorities. V will submit a copy of his/her resume demonstrating professional memberships, training and diplomas that demonstrate that V is qualified by education and/or experience to render services.
9. Working Area and Equipment: Any specialized equipment necessary for V's accomplishments of the services under this agreement not already provided by F shall be the responsible of V.
10. Insurance Indemnity: V shall submit to F a policy or certificate of insurance issued by an insurance company to F. Indicating that V has (1) worker's Compensation and (2) complete liability insurance coverage, including coverage for any acts of professional malpractice. Such insurance shall be in amounts reasonably satisfactory to F but not less than \$1,000,000.00 per person or incident and (\$300,000) each occurrence of property damage. Said policies shall cover errors and omissions and provide that the insurance company will not cancel said policy of insurance without giving F 10 days advance written notice. This agreement shall terminate if V cannot maintain insurance coverage during term of this agreement. V agrees to save indemnity, defend and hold F harmless from any injury or damage that may result to any person or property by or from any act or omission to act by V or V's agent, employees or invitees or from any damage incurred by V's agent, employees from any cause whatsoever arising from or related to V's performance under this Agreement. V shall render defense at V's sole cost on behalf of F for any proceeding or suit in connection with such allegation of damage.

Such liability is hereby guaranteed personally by the ownership/principals of V. On request from F, V shall contest and appeal any denial at its own expense. If for any reason F believes services are excessive, F may withhold or deny payment on bill from V for its services. V will cooperate in any appeal process. If F on its own elects to appeal, V agrees to provide F with any additional information needed for said appeal. F agrees to reimburse V within thirty (30) days of his receipt of said recovered amounts, minus the cost of attorney's fees and cost incurred in such recovery. V shall not be owed payments for HMO patients unless treatment authorized in writing by F's administrator and V followed F's managed care protocols and completed all F's required HMO forms. V understands that in effect including without limitation getting written authorization from administrator for all treatments and following module/prices guidelines set by F.

6. Records: V shall maintain at all time service and therapy logs. Such logs shall be submitted to F together with each monthly request for payment and approved by F before F will become liable for V's service. Any adverse consequences from not maintaining these logs properly shall be the burden of V. Pursuant to section 1395 (V)(1) of Title 42 of the United States Code, V shall make available a copy of this contract and such records necessary to certify the cost of service provided by V for four (4) years after termination of this agreement.
7. Independent Contractor: This agreement does not constitute a hiring of V by F. It is the parties' intention that V shall be an independent contractor and not F's employees. V shall retain sole and absolute discretion and judgments in the manner and means of providing services to F provided V complies with all policies and regulations of Federal/State Agencies and F. This agreement shall not be constructed as a partnership. F shall not be liable for any incurred by V. V's services shall be rendered in an efficient and satisfactory manner in strict accordance with the currently approved methods and practices in V's professional specialty.
8. Vendor's Qualifications: V will submit a copy of current license and/or registration with renewals from applicable regulatory authorities. V will submit a copy of his/her resume demonstrating professional memberships, training and diplomas that demonstrate that V is qualified by education and/or experience to render services.
9. Working Area and Equipment: Any specialized equipment necessary for V's accomplishments of the services under this agreement not already provided by F shall be the responsibility of V.
10. Insurance Indemnity: V shall submit to F a policy or certificate of insurance issued by an insurance company to F. Indicating that V has (1) worker's Compensation and (2) complete liability insurance coverage, including coverage for any acts of professional malpractice. Such insurance shall be in amounts reasonably satisfactory to F but not less than \$1,000,000.00 per person or incident and (\$300,000) each occurrence of property damage. Said policies shall cover errors and omissions and provide that the insurance company will not cancel said policy of insurance without giving F 10 days advance written notice. This agreement shall terminate if V cannot maintain insurance coverage during term of this agreement. V agrees to save indemnity, defend and hold F harmless from any injury or damage that may result to any person or property by or from any act or omission to act by V or V's agent, employees or invitees or from any damage incurred by V's agent, employees from any cause whatsoever arising from or related to V's performance under this Agreement. V shall render defense at V's sole cost on behalf of F for any proceeding or suit in connection with such allegation of damage.

11. Arbitration: In a dispute where V seeks compensation from under any agreement, the parties shall submit to binding arbitration to accordance with the rules of the American Arbitration Association ("AAA") with each party to be responsible for its own attorney fees and costs incurred in such dispute. No attorney fees or cost shall be due to the prevailing party. Prior to such submission, each party shall make a good faith effort to mediate the dispute through an arbitrator designed by the AAA as a mediator. Thereafter, after at least two such mediation meetings, if the parties cannot voluntarily agree with the mediator on a settlement, the parties shall commence arbitration pursuant to the rules of AAA. F shall be free to pursue V in civil court if V's services is defective in any way or if F is sued by a third party because of V's conduct.
12. Facility Corporate Office: V acknowledges and agrees that until signed by the chief financial Officer, this Agreement or any modification thereto will not be binding upon the parties hereto.
13. Civil Rights: V agrees to comply with Title VI of the Civil Rights Act of 1964 and all requirements of the Department of Health, Education and welfare and related regulations.
14. Remedies: In addition to those remedies provided herein. F shall available all remedies provided by law.
15. Miscellaneous: This agreement may not be signed by either party without express written consent of the other party. Each party to this agreement acknowledges that no representation, promises or agreement, orally or otherwise have been made by any party or anyone acting in their behalf that no other.
16. F shall notify V of any ADR as soon as F receives an audit letter and give V 1-2 weeks to review all rehab documentation. V shall provide all reviewed documentation to F prior to submission of an appeal letter to CMS.

Agreement, statement or promise not contained in the Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by all parties to this Agreement.

Raymond Bell  
Facility "F"  
Raymond Bell, Administrator

8/14/15  
Date

[Signature]  
Vendor "V"

8-12-15  
Date

Rhodora T. Intal Physical Therapy Services, Inc.

2739 Fountain St., Pomona Ca 91767

Tel. No. (213)448-7127 fax No.(909)524-1261

Email: Rhoda\_intal@yahoo.com

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PROPOSED RATES FOR THERAPY SERVICES FOR ROSE GARDEN  
CONVALESCENT HOSPITAL:

**PART A:**

1. @ \$1.10 per min.

**PART B:**


1. 75% Vendor and 25% Facility

**HMO Skilled**

1. Level 2: 80 per day PT/OT Level 3: 90 per day PT/OT
2. Speech Therapy: \$1.25 per minute

**MEDICAL**

1. \$ 16/UNIT

 8/2/15

02/07/2020

07/17/19

11. Arbitration: In a dispute where V seeks compensation from under any agreement, the parties shall submit to binding arbitration to accordance with the rules of the American Arbitration Association ("AAA") with each party to be responsible for its own attorney fees and costs incurred in such dispute. No attorney fees or cost shall be due to the prevailing party. Prior to such submission, each party shall make a good faith effort to mediate the dispute through an arbitrator designed by the AAA as a mediator. Thereafter, after at least two such mediation meetings, if the parties cannot voluntarily agree with the mediator on a settlement, the parties shall commence arbitration pursuant to the rules of AAA. F shall be free to pursue V in civil court if V's services is defective in any way or if F is sued by a third party because of V's conduct.
12. Facility Corporate Office: V acknowledges and agrees that until signed by the chief financial Officer, this Agreement or any modification thereto will not be binding upon the parties hereto.
13. Civil Rights: V agrees to comply with Title VI of the Civil Rights Act of 1964 and all requirements of the Department of Health, Education and welfare and related regulations.
14. Remedies: In addition to those remedies provided herein. F shall available all remedies provided by law.
15. Miscellaneous: This agreement may not be signed by either party without express written consent of the other party. Each party to this agreement acknowledges that no representation, promises or agreement, orally or otherwise have been made by any party or anymore acting in their behalf that no other.
16. F shall notify V of any ADR as soon as F receives an audit letter and give V 1-2 weeks to review all rehab documentation. V shall provide all reviewed documentation to F prior to submission of an appeal letter to CMS.

Agreement, statement or promise not contained in the Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by all parties to this Agreement.

Raymond Bell  
Facility "F"  
Raymond Bell, Administrator

8/14/15  
Date

[Signature]  
Vendor "V"

8-12-15  
Date

## THERAPY CONTRACT

This agreement made this 6/8/15 by and between a cooperation doing business as:  
Legacy Care of Pasadena (Name of facility)(hereinafter referred as "F")  
and Rhodora T. Intal Physical Therapist, Inc (Name of Vendor)(hereinafter referred to as "Vendor  
or "V" of "F"). Vendor will provide Physical Therapy Services

1. **Term:** This agreement shall commence on 6/8/15 and shall automatically renew itself at the end of each year without any further notice between parties. Either party may terminate this agreement without cause upon thirty (30) days written notice to order party such termination. F may terminate this Agreement for a cause on 48 hours notice by phone to V. "For cause" means V improperly performed services or billed improperly in the sole judgement of F. No prior written notice or warnings needs to have been given by F in order for F to terminate V "For cause".

2. **Notice:** Any notice required to be provided to any party to this agreement shall be in writing and shall be considered effective as of the date of the deposit with the United States Postal Service by certified or registered mail, postage, prepaid, return receipt and addressed to the parties as follows:

Vendor: Rhodora T. Intal Physical Therapist, Inc., 2739 Fountain St., Pomona,  
Ca 91767.

Facility: Legacy Care of Pasadena 1570 North Fair Oaks Ave. Pasadena CA  
91103

3. **Services:** The parties agree that V is to provide only services under terms of this Agreement in accordance with all applicable government requirements. V shall render services in accordance with orders given the physicians if requested by F. V will participate in: (1) utilization review or managed care U/R meetings; (2) Patient Care Policy committee meetings; (3) Resident care plan conference; (4) Interdisciplinary team meetings; (5) Evaluations/screening of all residents on admissions; and (6) Provide consultations and in-services to the staff. Primary therapist in F will be a licensed or registered therapist.
4. **Billing and Payment Procedure:** Attached an Exhibit "A" are the charges for all Physical, Occupational & Speech therapy provided. Such charges shall not be charged without written approval by F's home office. Billing shall be for services beginning the first day of the month to the last day of the month (hereinafter referred to as the Billing Period) according to submitted to no later than seven (7) days after the end of the billing period. F will owe to V on any contract between them. "F" Payment due after 60<sup>th</sup> day of the billing month.
5. **Denial or Disallowance:** F shall have the right to deny 50% of payment to V on any service billed by V which is denied or disallowed by Medicare or other payer source (e.g. HMO) either on audit or disallowed at closure of cost report or other review denied or disallowed before or after the date of this agreement. If payment is made by F on a claim and then on an audit or review such payment is denied, disallowed or put under review, then F shall be credited in such amount on it's then current bill otherwise owed to V. If V no longer services F, V shall nevertheless be liable to repay F.

02/07/2020

07/17/19

Such liability is hereby guaranteed personally by the ownership/principals of V. On request from F, V shall contest and appeal any denial at its own expense. If for any reason F believes services are excessive, F may withhold or deny payment on bill from V for its services. V will cooperate in any appeal process. If F on its own elects to appeal, V agrees to provide F with any additional information needed for said appeal. F agrees to reimburse V within thirty (30) days of his receipt of said recovered amounts, minus the cost of attorney's fees and cost incurred in such recovery. V shall not be owed payments for HMO patients unless treatment authorized in writing by F's administrator and V followed F's managed care protocols and completed all F's required HMO forms. V understands that in effect including without limitation getting written authorization from administrator for all treatments and following module/prices guidelines set by F.

6. Records: V shall maintain at all time service and therapy logs. Such logs shall be submitted to F together with each monthly request for payment and approved by F before F will become liable for V's service. Any adverse consequences from not maintaining these logs properly shall be the burden of V. Pursuant to section 1395.(V)(1) of Title 42 of the United States Code. V shall make available a copy of this contract and such records necessary to certify the cost of service provided by V for four (4) years after termination of this agreement.
7. Independent Contractor: This agreement does not constitute a hiring of V by F. It is the parties intention that V shall be an independent contractor and not F's employees. V shall retain sole and absolute discretion and judgments in the manner and means of providing services to F provided V complies with all policies and regulations of Federal/State Agencies and F. This agreement shall not be constructed as a partnership F shall not be liable for any incurred by V. V's services shall be rendered in an efficient and satisfactory manner in strict accordance with the currently approved methods and practices in V's professional specialty.
8. Vendor's Qualifications: V will submit a copy of current license and /or registration with renewals from applicable regulatory authorities. V will submit a copy of his/her resume demonstrating professional memberships, training and diplomas that demonstrate that V is qualified by education and/or experience to render services.
9. Working Area and Equipment: Any specialized equipment necessary for V's accomplishments of the services under this agreement not already provided by F shall be the responsible of V.
10. Insurance Indemnity: V shall submit to F a policy or certificate of insurance issued by an insurance company to F. Indicating that V has (1) worker's Compensation and (2) complete liability insurance coverage, including coverage for any acts of professional malpractice. Such insurance shall be in amounts reasonably satisfactory to F but not less than \$1,000,000.00 per person or incident and (\$300,000) each occurrence of property damage. Said policies shall cover errors and omissions and provide that the insurance company will not cancel said policy of insurance without giving F 10 days advance written notice. This agreement shall terminate if V cannot maintain insurance coverage during term of this agreement. V agrees to save indemnity, defend and hold F harmless from any injury or damage that may result to any person or property by or from any act or omission to act by V or V's agent, employees or invitees or from any damage incurred by V's agent, employees from any cause whatsoever arising from or related to V's performance under this Agreement. V shall render defense at V's sole cost on behalf of F for any proceeding or suit in connection with such allegation of damage.

11. Arbitration: In a dispute where V seeks compensation from under any agreement, the parties shall submit to binding arbitration to accordance with the rules of the American Arbitration Association ("AAA") with each party to be responsible for its own attorney fees and costs incurred in such dispute. No attorney fees or cost shall be due to the prevailing party. Prior to such submission, each party shall make a good faith effort to mediate the dispute through an arbitrator designed by the AAA as a mediator. Thereafter, after at least two such mediation meetings, if the parties cannot voluntarily agree with the mediator on a settlement, the parties shall commence arbitration pursuant to the rules of AAA. F shall be free to pursue V in civil court if V's services is defective in any way or if F is sued by a third party because of V's conduct.
12. Facility Corporate Office: V acknowledges and agrees that until signed by the chief financial Officer, this Agreement or any modification thereto will not be binding upon the parties hereto.
13. Civil Rights: V agrees to comply with Title VI of the Civil Rights Act of 1964 and all requirements of the Department of Health, Education and welfare and related regulations.
14. Remedies: In addition to those remedies provided herein. F shall available all remedies provided by law.
15. Miscellaneous: This agreement may not be signed by either party without express written consent of the other party. Each party to this agreement acknowledges that no representation, promises or agreement, orally or otherwise have been made by any party or anymore acting in their behalf that no other.
16. F shall notify V of any ADR as soon as F receives an audit letter and give V 1-2 weeks to review all rehab documentation. V shall provide all reviewed documentation to F prior to submission of an appeal letter to CMS.

Agreement, statement or promise not contained in the Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by all parties to this Agreement.

Raymond Bell  
Facility "F"  
Raymond Bell Administrative

6/8/15  
Date

[Signature]  
Vendor "V"

6/08/15  
Date

02/07/2020

07/17/19



Rhodora T. Intal Physical Therapy Services, Inc.

2739 Fountain St., Pomona Ca 91767

Tel. No. (213)448-7127 fax No.(909)624-1261

Email: Rhoda\_intal@yahoo.com

PROPOSED RATES FOR THERAPY SERVICES FOR LEGACY CARE NURSING HOME.

PART A:

1. @ \$1.10 per min.

RP 6/3/15

PR 6/8/15

PART B:

1. 75% Vendor and 25% Facility PR 6/8/15

HMO Skilled

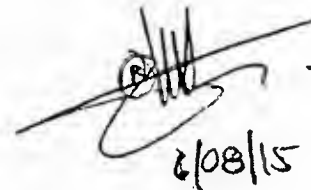
1. Level 2: 80 per day PT/OT Level 3: 90 per day PT/OT

2. Speech Therapy: \$1.25 per minute PR 6/8/15

MEDICAL

1. \$ 16/UNIT

PR 6/08/15

  
6/08/15

02/07/2020

# Exhibit B

NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY OR PARTY WITHOUT ATTORNEY: (LEAVE BLANK IF NOTICE IS BY CLERK OF THE COURT) Superior Court of Los Angeles County, North Central Glendale District 600 E. Broadway Ave., NCGD Glendale, CA 91206	STATE BAR NUMBER	Reserved for Clerk's File Stamp  <div style="text-align: center;"> <b>FILED</b>          Superior Court Of California          County Of Los Angeles   <b>MAR 07 2018</b>           Sherri R. Carter, Executive Officer/Clerk          By <u>[Signature]</u> Deputy       </div>
ATTORNEY FOR (Name): <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>		CASE NUMBER:  EC067076
COURTHOUSE ADDRESS: Glendale Courthouse 600 E. Broadway Ave., Glendale, CA 91206		
PLAINTIFF: Rhodora T. Intal Physical Therapist, Inc.		
DEFENDANT: Rose Garden Convalescent Hospital et al.,		
NOTICE OF ENTRY OF: <input checked="" type="checkbox"/> JUDGMENT <input type="checkbox"/> DISMISSAL <input checked="" type="checkbox"/> OTHER ORDER		

To the above named parties and to their attorneys of record, you are hereby given notice of entry of:

- ☒ Judgment in the above-entitled matter, entered on (date): MARCH 07, 2018
- ☐ Order of Dismissal in the above-entitled matter, filed on (date): \_\_\_\_\_
- ☐ Order \_\_\_\_\_, filed on (date): \_\_\_\_\_

### DECLARATION OF MAILING

I, (typed or printed name) LARRY HIRONAKA, do hereby (check one):

- ☐ declare under penalty of perjury under the laws of the State of California that I am an active member of the State Bar of California;
- ☒ declare under penalty of perjury under the laws of the State of California that I am  
 (check one) ☒ employed in / ☐ a resident of LOS ANGELES County,  
 (where mailing occurred)  
 over the age of 18 years, and not a party to the cause within; that my (check one) ☐ business/ ☐ residence  
 address is as shown above;

and that on the date shown below I served the notice of entry of the above-named document filed and entered herein, by depositing true copies thereof in sealed envelope(s), with postage fully prepaid, in the United States Mail Service located at GLENDAL, CALIFORNIA

(city) (state)

addressed to the parties named below:

EDGARDO M. LOPEZ, ESQ.  
 Law Offices of Edgardo M. Lopez  
 3600 Wilshire Blvd., Suite 1716  
 Los Angeles, CA 90010

☐ Additional names and addresses on attached sheet.

Dated: MAR 07 2018

Signed: [Signature]  
 (Signature of declarant)

L. HIRONAKA

Typed or printed name of declarant: L. HIRONAKA

ORIGINAL

JUD-100

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): <b>EDGARDO M. LOPEZ, ESQ. SBN 129575</b> Law Offices of Edgardo M. Lopez 3600 Wilshire Boulevard, Suite 1716, Los Angeles, California 90010 TELEPHONE NO.: (213)380-3939 FAX NO. (Optional): (213)380-1611 E-MAIL ADDRESS (Optional): edlopezlaw@gmail.com ATTORNEY FOR (Name): Plaintiff Rhodora T. Intal Physical Therapist, Inc.		FOR COURT USE ONLY  <b>FILED</b> Superior Court Of California County Of Los Angeles  MAR 07 2018  Sherri R. Carter, Executive Officer/Clerk By <u>L. Hironaka</u> , Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 600 E. Broadway MAILING ADDRESS: CITY AND ZIP CODE: Glendale, CA 91205 BRANCH NAME: North Central District		
PLAINTIFF: Rhodora T. Intal Physical Therapist, Inc.  DEFENDANT: Rose Garden Convalescent Hospital et al.		
<b>JUDGMENT</b> <input checked="" type="checkbox"/> By Clerk <input checked="" type="checkbox"/> By Default <input type="checkbox"/> After Court Trial <input type="checkbox"/> By Court <input type="checkbox"/> On Stipulation <input type="checkbox"/> Defendant Did Not Appear at Trial		CASE NUMBER: EC067076

## JUDGMENT

1. ☒ BY DEFAULT

- Defendant was properly served with a copy of the summons and complaint.
- Defendant failed to answer the complaint or appear and defend the action within the time allowed by law.
- Defendant's default was entered by the clerk upon plaintiff's application.
- ☒ Clerk's Judgment (Code Civ. Proc., § 585(a)). Defendant was sued only on a contract or judgment of a court of this state for the recovery of money.
- ☐ Court Judgment (Code Civ. Proc., § 585(b)). The court considered
  - ☐ plaintiff's testimony and other evidence.
  - ☐ plaintiff's written declaration (Code Civ. Proc., § 585(d)).

BY FAX

2. ☐ ON STIPULATION

- Plaintiff and defendant agreed (stipulated) that a judgment be entered in this case. The court approved the stipulated judgment and
- ☐ the signed written stipulation was filed in the case.
- ☐ the stipulation was stated in open court ☐ the stipulation was stated on the record.

3. ☐ AFTER COURT TRIAL. The jury was waived. The court considered the evidence.

- The case was tried on (date and time):  
before (name of judicial officer):
- Appearances by:
 

<input type="checkbox"/> Plaintiff (name each):	<input type="checkbox"/> Plaintiff's attorney (name each):
(1)	(1)
(2)	(2)
<input type="checkbox"/> Continued on Attachment 3b.	
<input type="checkbox"/> Defendant (name each):	<input type="checkbox"/> Defendant's attorney (name each):
(1)	(1)
(2)	(2)
<input type="checkbox"/> Continued on Attachment 3b.	
- ☐ Defendant did not appear at trial. Defendant was properly served with notice of trial.
- ☐ A statement of decision (Code Civ. Proc., § 632) ☐ was not ☐ was requested.

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02/07/2020

PLAINTIFF: Rhodora T. Intal Physical Therapist, Inc.	CASE NUMBER:
DEFENDANT: Rose Garden Convalescent Hospital et al.	EC067076

JUDGMENT IS ENTERED AS FOLLOWS BY: ☐ THE COURT ☒ THE CLERK

4. ☐ Stipulated Judgment. Judgment is entered according to the stipulation of the parties.

5. Parties. Judgment is

a. ☒ for plaintiff (name each):

Rhodora T. Intal Physical Therapist Inc.

and against defendant (names):

Rose Garden Convalescent Hospital

☒ Continued on Attachment 5a.

c. ☐ for cross-complainant (name each):

and against cross-defendant (name each):

☐ Continued on Attachment 5c.

b. ☐ for defendant (name each):

d. ☐ for cross-defendant (name each):

6. Amount.

a. ☒ Defendant named in Item 5a above must pay plaintiff on the complaint:

(1) <input checked="" type="checkbox"/> Damages	\$ 99,731.95
(2) <input checked="" type="checkbox"/> Prejudgment interest at the annual rate of 10 %	\$ 19,946.39
(3) <input checked="" type="checkbox"/> Attorney fees	\$ 5,000.00
(4) <input checked="" type="checkbox"/> Costs	\$ 990.85
(5) <input type="checkbox"/> Other (specify):	\$
(6) TOTAL	\$ 125,669.19

c. ☐ Cross-defendant named in Item 5c above must pay cross-complainant on the cross-complaint:

(1) <input type="checkbox"/> Damages	\$
(2) <input type="checkbox"/> Prejudgment interest at the annual rate of %	\$
(3) <input type="checkbox"/> Attorney fees	\$
(4) <input type="checkbox"/> Costs	\$
(5) <input type="checkbox"/> Other (specify):	\$
(6) TOTAL	\$

b. ☐ Plaintiff to receive nothing from defendant named in Item 5b.

☐ Defendant named in Item 5b to recover costs \$  
☐ and attorney fees \$

d. ☐ Cross-complainant to receive nothing from cross-defendant named in Item 5d.

☐ Cross-defendant named in Item 5d to recover costs \$  
☐ and attorney fees \$

7. ☐ Other (specify):

Date:

MAR 07 2018

☒

*Ralph C. Hoyer*  
JUDICIAL OFFICER

RALPH C. HOYER

Date:

☐

Clerk, by \_\_\_\_\_, Deputy

(SEAL)

CLERK'S CERTIFICATE (Optional)

I certify that this is a true copy of the original judgment on file in the court.

Date:

Clerk, by \_\_\_\_\_, Deputy

02/07/2018

## SHORT TITLE:

Rhodora T. Intal vs. Rose Garden Convalescent Hospital et al.

## CASE NUMBER:

EC067076

ATTACHMENT (Number): 5aPage 3 of 3

(This Attachment may be used with any Judicial Council form.)

(Add pages as required)

## 5. Parties. Judgment is

a. for Plaintiff Rhodora T. Intal Physical Therapist, Inc.  
and against defendant(s):

2. Legacy Care of Pasadena

3. Independence Health Care Management, Inc.

4. Raymond Pellicer

5. Dov Jacobs

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page 1 of 1

COPY

CIV-100

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>EDGARDO M. LOPEZ, ESQ. SBN 129575</b> Law Offices of Edgardo M. Lopez 3600 Wilshire Boulevard, Suite 1716 Los Angeles, California 90010 TELEPHONE NO.: (213)380-3939 FAX NO. (Optional): (213)380-1611 E-MAIL ADDRESS (Optional): edlopezlaw@gmail.com ATTORNEY FOR (Name): Plaintiff Rhodora T. Intal Physical Therapist, Inc.		FOR COURT USE ONLY  <b>CONFIRMED COPY</b> <b>ORIGINAL FILED</b> <b>LOS ANGELES SUPERIOR COURT</b>  <b>MAR 02 2018</b>  Sherri R. Carter, Executive Officer/Clerk By Lillian Espejo, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 600 East Broadway MAILING ADDRESS: CITY AND ZIP CODE: Glendale, CA 91206 BRANCH NAME: North Central District-Glendale Courthouse		
PLAINTIFF/PETITIONER: Rhodora T. Intal Physical Therapist, Inc. DEFENDANT/RESPONDENT: Rose Garden Convalescent Hospital et al.		
REQUEST FOR (Application) <input type="checkbox"/> Entry of Default <input checked="" type="checkbox"/> Clerk's Judgment <input type="checkbox"/> Court Judgment		
		CASE NUMBER EC 067076

1. TO THE CLERK: On the complaint or cross-complaint filed
- a. on (date): August 4, 2017
- b. by (name): Plaintiff Rhodora T. Intal Physical Therapist, Inc.
- c. ☐ Enter default of defendant (names):
- d. ☐ I request a court judgment under Code of Civil Procedure sections 585(b), 585(c), 989, etc., against defendant (names):

BY FAX

(Testimony required. Apply to the clerk for a hearing date, unless the court will enter a judgment on an affidavit under Code Civ. Proc., § 585(d).)

- e. ☒ Enter clerk's judgment

(1) ☐ for restitution of the premises only and issue a writ of execution on the judgment. Code of Civil Procedure section 1174(c) does not apply. (Code Civ. Proc., § 1169.)

☐ Include in the judgment all tenants, subtenants, named claimants, and other occupants of the premises. The Prejudgment Claim of Right to Possession was served in compliance with Code of Civil Procedure section 415.46.

(2) ☐ under Code of Civil Procedure section 585(a). (Complete the declaration under Code Civ. Proc., § 585.5 on the reverse (item 5).)

(3) ☒ for default previously entered on (date): December 11, 2017.

2. Judgment to be entered.	Amount	Credits acknowledged	Balance
a. Demand of complaint .....	\$ 99,731.95	\$	\$
b. Statement of damages *			
(1) Special .....	\$	\$	\$
(2) General .....	\$	\$	\$
c. Interest .....	\$ 19,946.39	\$	\$
d. Costs (see reverse) .....	\$ 990.85	\$	\$
e. Attorney fees .....	\$ 5,000.00	\$	\$
f. TOTALS .....	\$ 125,669.19	\$	\$

g. Daily damages were demanded in complaint at the rate of: \$ \_\_\_\_\_ per day beginning (date): \_\_\_\_\_  
 (\* Personal injury or wrongful death actions; Code Civ. Proc., § 425.11.)

3. ☐ (Check if filed in an unlawful detainer case) Legal document assistant or unlawful detainer assistant information is on the reverse (complete item 4).

Date: March 1, 2018.

EDGARDO M. LOPEZ, ESQ.

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

FOR COURT USE ONLY	(1) <input type="checkbox"/> Default entered as requested on (date):
	(2) <input type="checkbox"/> Default NOT entered as requested (state reason):
Clerk, by _____, Deputy	

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02/07/2020

02/07/2020



PLAINTIFF/PETITIONER: Rhodora T. Intal Physical Therapist, Inc.	CASE NUMBER:
DEFENDANT/RESPONDENT: Rose Garden Convalescent Hospital et al.	EC 067076

4. Legal document assistant or unlawful detainer assistant (Bus. & Prof. Code, § 6400 et seq.). A legal document assistant or unlawful detainer assistant ☐ did ☒ did not for compensation give advice or assistance with this form. (If declarant has received any help or advice for pay from a legal document assistant or unlawful detainer assistant, state):

- a. Assistant's name: \_\_\_\_\_ c. Telephone no.: \_\_\_\_\_  
 b. Street address, city, and zip code: \_\_\_\_\_ d. County of registration: \_\_\_\_\_  
 e. Registration no.: \_\_\_\_\_  
 f. Expires on (date): \_\_\_\_\_

5. ☐ Declaration under Code of Civil Procedure Section 585.5 (required for entry of default under Code Civ. Proc., § 585(a)). This action

- a. ☐ is ☐ is not on a contract or installment sale for goods or services subject to Civ. Code, § 1801 et seq. (Unruh Act).  
 b. ☐ is ☐ is not on a conditional sales contract subject to Civ. Code, § 2981 et seq. (Rees-Levering Motor Vehicle Sales and Finance Act).  
 c. ☐ is ☐ is not on an obligation for goods, services, loans, or extensions of credit subject to Code Civ. Proc., § 395(b).

6. Declaration of mailing (Code Civ. Proc., § 587). A copy of this Request for Entry of Default was

- a. ☐ not mailed to the following defendants, whose addresses are unknown to plaintiff or plaintiff's attorney (names):  
 b. ☐ mailed first-class, postage prepaid, in a sealed envelope addressed to each defendant's attorney of record or, if none, to each defendant's last known address as follows:  
 (1) Mailed on (date): \_\_\_\_\_ (2) To (specify names and addresses shown on the envelopes): \_\_\_\_\_

I declare under penalty of perjury under the laws of the State of California that the foregoing items 4, 5, and 6 are true and correct.  
 Date: March 1, 2018.

EDGARDO M. LOPEZ, ESQ.

(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)

7. Memorandum of costs (required if money judgment requested). Costs and disbursements are as follows (Code Civ. Proc., § 1033.5):

- a. Clerk's filing fees ..... \$ 435.00  
 b. Process server's fees ..... \$ 555.85  
 c. Other (specify): ..... \$  
 d. .... \$  
 e. TOTAL ..... \$ 990.85

f. ☐ Costs and disbursements are waived.

9. I am the attorney, agent, or party who claims these costs. To the best of my knowledge and belief this memorandum of costs is correct and these costs were necessarily incurred in this case.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: March 1, 2018.

EDGARDO M. LOPEZ, ESQ.

(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)

8. ☒ Declaration of nonmilitary status (required for a judgment). No defendant named in item 1e of the application is in the military service so as to be entitled to the benefits of the Servicemembers Civil Relief Act (50 U.S.C. App. § 501 et seq.).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: March 1, 2018.

EDGARDO M. LOPEZ, ESQ.

(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)

# COPY

CIV-110

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: 129575</p> <p>NAME: EDGARDO M. LOPEZ, ESQ.</p> <p>FIRM NAME: LAW OFFICES OF EDGARDO M. LOPEZ</p> <p>STREET ADDRESS: 3800 Wilshire Boulevard, Suite 1716</p> <p>CITY: Los Angeles, California STATE: CA ZIP CODE: 90010</p> <p>TELEPHONE NO.: (213)380-3939 FAX NO.: (213)380-1611</p> <p>E-MAIL ADDRESS: edlopezlaw@gmail.com</p> <p>ATTORNEY FOR (Name): Plaintiff Rhodora T. Intal Physical Therapist, Inc.</p> <p><b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles</b></p> <p>STREET ADDRESS: 600 E. Broadway</p> <p>MAILING ADDRESS:</p> <p>CITY AND ZIP CODE: Glendale, CA 91206</p> <p>BRANCH NAME:</p> <p>Plaintiff/Petitioner: Rhodora T. Intal Physical Therapist, Inc.</p> <p>Defendant/Respondent: Rose Garden Convalescent Hospital</p> <p style="text-align: center;"><b>REQUEST FOR DISMISSAL</b></p>	<p>FOR COURT USE ONLY</p> <p><b>CONFORMED COPY</b></p> <p><b>ORIGINAL FILED</b></p> <p><b>LCS ANGELES SUPERIOR COURT</b></p> <p><b>MAR 02 2018</b></p> <p>Sherri R. Carter, Executive Officer/Clerk</p> <p>By Lillian Espejo, Deputy</p> <p>CASE NUMBER: EC 067076</p>
<p><b>A conformed copy will not be returned by the clerk unless a method of return is provided with the document.</b></p> <p><b>This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)</b></p>	

**1. TO THE CLERK: Please dismiss this action as follows:**

- a. (1) ☒ With prejudice (2) ☐ Without prejudice
- b. (1) ☒ Complaint (2) ☐ Petition
- (3) ☐ Cross-complaint filed by (name):
- (4) ☐ Cross-complaint filed by (name):
- (5) ☐ Entire action of all parties and all causes of action
- (6) ☒ Other (specify):\* as to DOES 1-20 Inclusive

on (date):

on (date):

BY FAX

**2. (Complete in all cases except family law cases.)**

The court ☐ did ☒ did not waive court fees and costs for a party in this case. (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).

Date: March 1, 2018.

EDGARDO M. LOPEZ, ESQ.

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

\*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

Attorney or party without attorney for:

- ☒ Plaintiff/Petitioner ☐ Defendant/Respondent
- ☐ Cross Complainant

**3. TO THE CLERK: Consent to the above dismissal is hereby given.\*\***

Date:

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

\*\* If a cross-complaint - or Response (Family Law) seeking affirmative relief - is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

Attorney or party without attorney for:

- ☐ Plaintiff/Petitioner ☐ Defendant/Respondent
- ☐ Cross Complainant

(To be completed by clerk)

4. ☐ Dismissal entered as requested on (date):
5. ☒ Dismissal entered on (date): **MAR 02 2018** as to only (name): **AS STATED ABOVE**
6. ☐ Dismissal not entered as requested for the following reasons (specify):

7. a. ☒ Attorney or party without attorney notified on (date): **MAR 02 2018**
- b. ☐ Attorney or party without attorney not notified. Filing party failed to provide

SHERRI R. CARTER

☐ a copy to be conformed ☐ means to return conformed copy

Date: **MAR 02 2018**

Clerk, by

L.R. ESPEJO

Deputy

02/07/2020

Plaintiff/Petitioner: Rhodora T. Intal Physical Therapist, Inc.  
 Defendant/Respondent: Rose Garden Convalescent Hospital

CASE NUMBER:  
 EC 067076

### COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover \$10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

### Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for (name):
2. The person named in item 1 is (check one below):
  - a. ☐ not recovering anything of value by this action.
  - b. ☐ recovering less than \$10,000 in value by this action.
  - c. ☐ recovering \$10,000 or more in value by this action. (If item 2c is checked, item 3 must be completed.)
3. ☐ All court fees and court costs that were waived in this action have been paid to the court (check one):      Yes      No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date:

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION)

(SIGNATURE)

02/07/2020

# Exhibit C

02/07/2020



Legal Order Processing, S4001-01E  
P.O. Box 29779  
Phoenix, AZ 85038

October 5, 2019

RAYMOND PELLICER  
1301 DANA PL  
FULLERTON CA 92831-1108

Subject: Required withdrawal from your account ending in 3997  
Wells Fargo case number: 05937419

Dear RAYMOND PELLICER:

We want to let you know that on October 4, 2019, Wells Fargo was served with the legal order, in the amount of \$125,746.19, which requires us by law to deduct money from your account. As a result, we withdrew \$3,339.70 from your account on October 4, 2019 and charged a non-refundable processing fee of \$125.00.

Account Number	Debit Amount	Bank Fee
XXXXXX3997	\$3,339.70	\$125.00

If you would like more information about the legal order, please contact:

LOS ANGELES COUNTY SHERIFF

Case No: ECo67076

If you have questions about your account, please call Wells Fargo Customer Service at (800) 344-8170, 24 hours a day, 7 days a week.

Thank you.

Sincerely,

*Joe Medina*

Operations Manager  
Legal Order Processing

02/07/2019

